Council/Agency	Meeting Held:			
Deferred/Contin	ued to:			
☐ Approved ☐	Conditionally Approved	☐ Denied	City Clerk's Signa	ture
Council Meetir	ng Date: 10/17	7/2005	Department ID Number:	05-068

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO:

HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY:

PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY:

ROBERT F. BEARDSLEY, PE, DIRECTOR OF PUBLIC WORKS

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SUBJECT:

Approve Amendment to West Orange County Water Board Joint

Powers Agreement

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: The City is a member of the West Orange County Water Board and 56.1 percent owner of the Board's facilities. Two City Council members are appointed to the Board to represent the City. The Board was created by a Joint Powers Agreement in 1967. The Joint Powers Agreement allows for \$50 per meeting compensation to Board members. The amendment increases this amount to \$100 per meeting.

<u>Funding Source</u>: The Board's expenses are funded by each of the member cities (Huntington Beach, Seal Beach, Garden Grove and Westminster) based on percentage of ownership. The City of Huntington Beach's portion of Board operations is funded by the Water Fund.

Recommended Action: Approve the amendment to the Joint Powers Agreement and authorize the Mayor and City Clerk to execute the amendment.

Alternative Action(s): Do not approve the amendment.

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REQUEST FOR ACTION

MEETING DATE: 10/17/2005

DEPARTMENT ID NUMBER: 05-068

Analysis: The West Orange County Water Board (WOCWB) is a Joint Powers Agreement (JPA) between the Cities of Garden Grove, Seal Beach, Westminster and Huntington Beach, for the purpose of purchasing water from the Municipal Water District of Orange County, and transporting it via Feeders No. 1 and No. 2, owned by the Joint Powers cities. Huntington Beach owns 56.1 percent of this system. The Board is comprised of representatives from each of the Joint Powers cities. Mayor Jill Hardy and Mayor Pro Tem Dave Sullivan represent the City of Huntington Beach on the Board, which meets on a quarterly basis. Huntington Beach Public Works Utilities Division performs all operations and maintenance activities for the Board and acts as General Manager, Engineer, Secretary and Fiscal Agent for the Board.

The JPA was executed in 1967 and allowed for Board Members to be compensated \$50 per meeting not to exceed \$150 per month. The agreement has remained unchanged in this respect since that time. In fact, there has been only one previous amendment to the JPA when Huntington Beach purchased a portion of Garden Grove's capacity rights in 1995. Considering that nearly forty years have passed since the Board's inception, the Board elected at their July 20, 2005 meeting to pursue an amendment to the JPA revising the per meeting figure to \$100 and per-month limit to \$300. The amendment must be approved by each of the member cities.

Attached for reference is a board compensation survey for several Orange County water agencies.

Environmental Status: Not applicable.

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Amendment to West Orange County Water Board Joint Powers Agreement
0	2.	1967 Joint Powers Agreement
बेबे	3.	MWDOC Director Compensation Survey 2002

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ATTACHMENT #1

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AMENDMENT TO WEST ORANGE COUNTY WATER BOARD JOINT POWERS AGREEMENT

THIS AMENDMENT TO J	OINT POWERS AGREEMENT ("Amendment") is entered into this
day of	, 2005, by and among the CITY OF GARDEN GROVE, the CITY
OF HUNTINGTON BEACH, the	CITY OF SEAL BEACH and the CITY OF WESTMINSTER,
collectively hereinafter sometimes r	referred to as "The Contracting Public Agencies" or the "Parties", all
of which are municipal corporation	ns formed under and existing pursuant to the laws of the State of
California;	

WITNESSETH:

WHEREAS, the Parties hereto are all of the parties to that certain Joint Powers Agreement executed on October 25, 1967, known as the "West Orange County Water Board Joint Powers Agreement" ("Joint Powers Agreement"); and

WHEREAS, Section 8 of the Joint Powers Agreement provides that the terms and provisions of the Joint Powers Agreement may be amended with the unanimous consent of the Parties; and

WHEREAS, the Parties hereto desire to amend Section 6 of the Joint Powers Agreement, providing for certain compensation rates and reimbursement of certain expenses.

NOW, THEREFORE, THE CONTRACTING PUBLIC AGENCIES HEREBY DO AGREE AS FOLLOWS:

Section 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Authority for Amendment. The Parties hereto are authorized by law to contract with

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each other for the joint exercise of common powers under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and are authorized to amend the Joint Powers Agreement pursuant to Section 8 thereof, by the unanimous consent of the governing bodies of each of the Parties.

Section 3. <u>Amendment.</u> Section 6 of the Joint Powers Agreement is hereby amended to read as follows: "SECTION 6

Directors shall be compensated for attending meetings of the Board of Directors in an amount fixed by the Board, which amount shall not be in excess of \$100 per meeting of the Board and not in excess of \$300 per month. Additionally, the Board may provide for the reimbursement of traveling expenses for Directors between their place of residence and the location of the Board meeting. The Board may provide for the payment of the expenses of a Director or the Secretary if such are directed by the Board to attend any meeting or other activity which it is determined by the Board to be in the best interest of the West Orange County Water Board and which relates to the accomplishment of the purposes herein provided for. The Secretary of the West Orange County Water Board and Assistant Secretary, if there be one, shall be compensated for their services on the basis of \$100 per month and \$50 per month, respectively, unless the Board shall otherwise provide. The compensation herein provided for shall be in addition to any other fee or compensation to which the person entitled thereto might otherwise be entitled to receive by reason of some other office or position which they may hold."

Except as expressly provided for herein, the Joint Powers Agreement is not otherwise amended. This Amendment shall be effective upon approval and execution by each of the Parties.



AMENDMENT TO WEST ORANGE COUNTY WATER BOARD JOINT POWERS AGREEMENT CITY OF HUNTINGTON BEACH SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Huntington Beach has caused this agreement to be executed by its authorized officers on the date first above written.

	Mayor
	City Clerk
REVIEWED AND APPROVED:	INITIATED AND APPROVED:
Levelfre Cultures Curch City Administrator	Director of Public Works

APPROVED AS TO FORM:

3 a / 20/05

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first hereinabove written.

Approved as to form: Bowie, Arneson, Wiles & Giannone, general counsel to West Orange County Water Board:

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City of Garden Grove
By
Mayor
City of Huntington Beach
Ву
Mayor
City of Seal Beach
Ву
Mayor
City of Westminster
Ву
Mayor

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ATTACHMENT #2

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WEST ORANGE COUNTY WATER BOARD JOINT POWERS AGREEMENT

THIS AGREEMENT, made this 35 day of Walthes by and between the CITY OF CARDEN GROVE, hereinafter in some instances referred to as "Garden Grove", the CITY OF HUNTINGTON BEACH, hereinafter in some instances referred to as "Huntington Beach", the CITY OF SEAL BEACH, hereinafter in some instances referred to as "Seal Beach", and the CITY OF WESTMINSTER, hereinafter in some instances referred to as "Westminster", collectively hereinafter in some instances referred to as "the contracting public agencies", all of whom are general law cities formed under and existing pursuant to the general laws of the State of California except Seal Beach and 14 Huntington Beach, which exist as charter cities under the laws of 15 the State of California;

WHERFAS, the parties hereto are one of the original parties, 18 a successor to one of the original parties, or an additional party to the existing Joint Powers Agreement and amendments thereto 20 under which the West Orange County Water Board was heretofore created, and

WHEREAS it is the desire of each of the contracting public 23 agenales to clarify the terms and provisions of that agreement as 24 amended and

WHEREAS, each of the contracting public agencies has hereto-26 fore determined and does at this time determine that facilities to 27 supply the contracting public agencies with a supply of water may 28 be mora economically and efficiently operated by the entity created 29 and known as the West Orange County Water Board, and

'WHEREAS, the contracting parties are authorized by law to 31 contract with each other for the joint exercise of common powers 32 under Article I, Chapter: 5, Division 7, Title 1 of the Government Code of the State of California, and

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whereas, each of the contracting public agencies is authorized by law to acquire, construct, operate and maintain facilities for the purpose of obtaining, transmitting, storing, and distributing a supply of water;

NOW, THEREFORE, the contracting public agenices for and in consideration of the mutual covenants herein contained do agree and exercise the foregoing common power as follows:

SECTION 1

This agreement is made under the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California and is for the purpose of constructing, operating and maintaining facilities for obtaining, transmitting, storing, and distributing water to the parties to this agreement.

SECTION 2

The parties hereto have created and do hereby create a separate public entity known and designated as the West Orange County Water Board. Said entity was created for the specific purpose of constructing, repairing, maintaining, operating and administering a joint pipeline or pipelines and other facilities for obtaining, transmitting, storing and distributing water to the parties hereto, It is specifically agreed that the West Orange County Water Board may take, acquire, purchase, lease, hold and own real and personal property in any manner and of every class or description, contract with public agencies, private persons and corporations; exercise the right of eminent domain either by itself or in conjunction with any one or more of the contracting public agencies; sue separately or in conjunction with any one or more of the contracting public agencies; adopt rules and regulations for the works and facilities operated, maintained or controlled by it; employ or contract for services and labor by individuals, as well as public and private corporations, and to do all things necessary or convenient for the proper performance of this agreement and the purposes herein specified.

SECTION: 3

The Board of Directors of the West Orange County Water Board shall consist of five members. Garden Grove, Seal Beach and Westminster shall each appoint a person to serve as a member of the Board and Huntington Beach shall appoint two persons to serve as members of the Board. Each member shall file with the West Orange County Water Board a certified copy of the resolution or action of the contracting public agency which appointed them. Persons appointed to be a member of the Board of Directors need not be a member of the City Council or governing body of the contracting public agency which appointed them. In the event that additional entities or concerns become a party to this agreement as hereinafter provided, then the membership of this Board shall be increased by one member for each additional party to the agreement unless all of the parties shall agree otherwise.

The Board shall govern the affairs of the West Orange County Water Board and shall annually designate one of its members to serve as Chairman of the Board. He shall preside at all meetings In his absence, the remaining members of the Board shall appoint a member to act as Chairman pro tem. The Board shall appoint a Secretary who may appoint an assistant secretary for the purpose of conducting and recording the affairs of the West Orange County Water Board. The Board may employ additional personnel to conduct the financial and administrative affairs of the West Orange County Water Board or may contract with one of the parties or any public or. Private concernyto provide such financial and administrative service as the Board may deem necessary from time to time.

SECTION 4

The Board shall designate a location for the office of the

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West Orange County Water Board and designate a date, time and place for the regular meeting of the Board. The Board shall also establish a means for giving notice to each party to this agreement of any special meeting of the Board except to the extent that said notice may be waived by the provisions of the Government. Code or other laws of the State of California. A quorum for the transaction of business of the West Orange County Water Board shall require the presence of a majority of its members. Any action of the Board shall require an affirmative vote by a majority of the members present at the meeting. All meetings of the Board shall be open to the public and the Board shall cause its secretary to keep true and accurate minutes of all meetings which are public documents and shall be available for inspection at the office of the Secretary, by any interested person or concern.

In accomplishing the purposes herein specified and exercising the powers granted to the West Orange County Water Board hereunder, the Board shall act in accordance with such requirements as are specified by law for a general law city of the State of California.

The Board shall establish such accounts and bookkeeping procedures as are necessary to carry out the purpose of this agreement. All funds shall be strictly accounted for and all receipts,
and disbursements shall be duly recorded. The fibancial records
and transactions shall be audited by an independent Certified

Public Accountant at least once each year. The audit, provided
for herein, shall be completed and available to the parties
hereto at the earliest possible date, following the end of the
particular fiscal year and in no event shall the audit be completed
and made available to the parties later than six months following
the end of the fiscal year in question.

SECTION 5

The expenses of the West Orange County Water Board shall be

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borne by the parties hereto on the following basis:

- a) Each entity shall be charged and pay for on a monthly basis, the water obtained by it from the West Orange County Water Board. The amount shall be determined by the cost thereof to the West Grange County Water Board.
- b) Costs of operation, maintenance and administration, including directors fees, engineering services, legal fees and costs, accounting and administrative costs, including the expense of a secretary and assistant secretary, office supplies, and an annual audit, as well as such insurance as the Board may carry, shall be borne by each entity on the basis of ownership. Ownership shall be determined on the basis of each party's proportionate share of the total cost of constructing all facilities operated and maintained by the West Orange County Water Board. In this regard the cost to County Water Works Districts Nos. 3 and 5 of those facilities leased to the cities of Garden Grove and Westminster 161 shall be used in computing the proportionate share of ownership of all facilities operated by the West Orange County Water Board. It is acknowledged that ultimately Carden Grove and Westminster will 19 be the owners of those facilities.... 20
 - (c) The cost of constructing any additional facilities shall be on the basis of capacity in said facilities or as agreed upon by all the parties. The party to this agreement shall be obli-23 gated to participate in constructing any facilities nor is any party in any way obligated to pay for any portion of the cost of 26 constructing any facilities in which it does not have an interest.
 - d) Should it be determined that the West Orange County 28 Water Board is, for any reason, liable to any person or concern, then the cost thereof shall be borne by the parties hereto on the basis of ownership. The extent of such liability shall be determined on the basis of each party's proportionate share of the total cost of constructing all facilities operated and maintained

1 by the West Orange County Water Board. Such costs shall include 2 all expenses relating thereto, including the defense of the West Orange County Water Board and its officers and employees, inclusive of legal fees and costs.

In order that funds will be available during the year to meet the expenses of the West Orange County Water Board, and in order that each party to this agreement may budget for its portion of the expenses of the West Orange County Water Board, the Board shall, in April of each year, estimate its costs of operation, maintenance, and administration for the next succeeding fiscal year. The budget shall show the estimated share of each party to this agreement as herein provided. The governing body of each party shall act upon the proposed budget prior to July 1 of each year and shall pay to the West Orange County Water Board as a deposit against the charges of that entity for the next fiscal year, one-half (1/2) of said amount on or before August 1 and one-half (1/2) of said amount on or before February 1 of each year. In the event that an entity's deposit exceeds its costs as herein provided, the balance thereof shall be credited against the deposit for the next succeeding year or returned to the entity as it may request. In the event that the costs or expenses of one of the parties to this agreement exceed its deposit of funds as herein provided, additional funds in an amount determined by the Board shall be deposited upon demand by the West Orange County Water Board.

pirectors shall be compensated for attending meetings of the Board of Directors in an amount fixed by the Board, which 30 amount shall not be in excess of \$50.00 per meeting and not in excess of \$150.00 per month. Additionally, the Board may provide

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for the reimbursement of traveling expenses for Directors between their place of residence and the location of the meeting. The Board may provide for the payment of the expenses of a director or the secretary if such are directed by the Board to attend any meeting or other activity which it is defermined by the Board to be in the best interest of the West Orange County Water Board and which relates to the accomplishment of the purposes herein provided for. The Secretary and Assistant Secretary, if there be one, shall be compensated for their services on the basis of \$100.00 per month and \$50.00 per month, respectively, unless the Board shall otherwise provide: The compensation herein provided for shall be in addition to any other fee or compensation to which the person entitled thereto might otherwise be entitled to receive by reason of some other office or position which they may hold.

Whenever any municipality, district, corporation or other public agency, organized and existing under the laws of the State 18 of California, or under the laws of the United States of America shall desire to become a party to this agreement, its governing body shall, by resolution or otherwise find and determine that it will be to the best interest and advantage of such entity or public agency to do so and shall authorize the execution and signing of this agreement upon such terms and conditions as may be agreed upon by the parties hereto

SECTION 8

The terms and provisions of this agreement may be altered or amended from time to time with the unanimous consent of the governing body of each party hereto. Any of the parties hereto having the sole use or ownership of any section of the facilities to be operated and maintained by the West Orange County Water Board may determine that it is to their advantage to maintain and operate 32 such facilities themselves and thereafter such party or parties

by the action of their governing Body may notify the West Orange County Water Board of their decision and within thirty (30) days after the receipt of notice of such a determination said party or parties shall take over the operation and maintenance of such facilities. Upon such action the West Orange County Water Boards shall be relieved of its obligation to operate and maintain those facilities. With the unanimous consent of all parties hereto this jagreement may be terminated upon ninety (90) days written prior. notice to the West Orange County Water Board at which time the 'Affairs of the West Orange County Water Board shall be concluded and any assets and funds shall be distributed to the parties to this agreement in proportion to the contribution to which each party contributed to said assets.

Any notice or instrument required to be given or delivered .16 hereunder may be delivered by depositing the same in any receptacle. of the United States Post Office by registered or certified mail, postage prepaid and addressed as follows:

> WEST ORANGE COUNTY WATER BOARD P. O. Box 190 Huntington Beach, California

. CITY OF GARDEN GROVE 11391 Acaciae "Garden Grove, California

CITY OF HUNTINGTON BEACH Civic Center Huntington Beach, California

CITY OF SEAL BEACH 201 8th Street Seal Beach, California, and

CITY OF WESTMINSTER 14381 Olive Westminster California

or at such other address as may be designated by similar notice. IN WITNESS WHEREOR the parties hereto have caused this

instrument to be executed the day and year first hereinabove wiltten. CITY OF GARDEN GROVE ATTEST: City Clerk, City of Garden Grove CITY OF HUNTINGTON BEACH City Clerk City of Huntington Beach ATTEST } Olty Clerk City of Seal Beach CITY OF WESTMINSTER ATTEST: City Clerk City of Westminster 28 29 30 31 · 32

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RESOLUTION NO. 64-67

RESOLUTION OF THE BOARD OF DIRECTORS
OF WEST ORANGE COUNTY WATER BOARD
DETERMINING PERCENTAGES FOR ALLOCATION
OF COSTS OF OPERATION, MAINTENANCE AND
ADMINISTRATION

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WHEREAS, the Joint Powers Agreement providing for the existence and operation of the West Orange County Water Board has been revised and recommended by this Board for approval by the participating entities, Garden Grove, Huntington Beach, Seal Beach, and Westminster, and

WHEREAS, the City Council of Garden Grove, Huntington Beach,
Seal Beach and Westminster have approved the proposed revised

Joint Powers Agreement providing for the creation and operation of
the West Orange County Water Board, and

whereas, the agreement approved by each of the participating entities provides that costs of operation, maintenance and administration including director's fees, engineering services, legal fees and costs, accounting and administrative costs, including the expense of the Secretary and Assistant Secretary, office supplies and an annual audit, as well as such insurance as the Board may carry shall be borne by each entity on the basis of ownership, and

WHEREAS, said agreement provides that ownership shall be determined on the basis of each party's proportionate share of the total cost of constructing all facilities operated and maintained by the West Orange County Water Board, and

WHEREAS, the percentages hereinafter set forth were determined on the foregoing basis and presented to each entity at the time of the approval by that entity of the revised Joint Powers Agreement providing for the creation and operation of the West Orange County Mater. Evand:

NOW, Timetroke, be it resolved, determined and ordered as follows:

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Garden Grove	7.8%
Huntington Beach	52.5%
Seal Beach	14.3%
Westminster	25.4%

- 2) That the foregoing percentages represent a composite figure of the proportionate share of the total cost to each entity of constructing West Orange County Feeder No. 1 and West Orange County Feeder No. 2, these being the facilities which are at this time operated by the West Orange County Water Board.
- 3) That the Secretary of the West Orange County Water Board be and the same is hereby directed to transmit a certified copy of this resolution to the City Clerks of Garden Grove, Huntington Beach, Seal Beach and Westminster.

ADOPTED, SIGNED and APPROVED this 250 day of October, 1967.

the WEST ORANGE COUNTY WATER BOARD and of the Board of Directors thereof.

ATTEST:

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Secretary of the WEST ORANGE COUNTY WATER BOARD and of the Board of

Directors thereof.

STATE OF CALIFORNIA) COUNTY OF ORANGE

I, PAUL C. JONES, Secretary of the Board of Directors of the WEST ORANGE COUNTY WATER BOARD, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors at a regular meeting of said Board held on the 25th day of October, 1967, and that it was so adopted by the following vote:

> AYES: DIRECTORS: Lake, Jarrett, Gisler, Green, Hamilton

NOES: DIRECTORS: None DIRECTORS: None ABSENT:

> Secretary of the WEST ORANGE COUNTY WATER BOARD and of the Board of Directors thereof.

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STATE OF CALIFORNIA) COUNTY OF ORANGE I, PAUL C. JONES, Secretary of the WEST ORANGE COUNTY WATER BOARD do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 64-67 said Board, and that the same has not heretofore been amended or repealed. 7. Dated this 25th day of October Secretary of the WEST ORANGE COUNTY WATER BOARD and of the Board of Directors thereof.

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ATTACHMENT #3

DIRECTOR SURVEY – December 2002

DIKECTORS	DIKECTOR SORVE I - December 2002	ander 2002				
Agency	Per Diem	No. of Migs.	Fax Machines	Lap/Desktop Computer	E-mail Address	Office
Central Basin	\$195,46	10	Yes - Maint. Only	No	Address through agency website	Dist. Provides Pagers
MWD			is covered by Dist.		No access while travelling	
					no access with darcining	
					Agency does not cover ISP fees	
Eastern MWD	\$168	10	No	No	No	
EOCWD	\$150	No set limit				
ETWD	\$165	10	Yes - \$25 per mo. reimb.	Not yet but plan to	Yes thru agency website - Dist. sec. fwds e- mail	Cell Phone for Brd. Pres. Only
IRWD	\$170	6 = Dirs. 10 =Brd. Pres.	No	Only for Chair	No	
Laguna Beach CWD	\$100	9	No	No	No	Address and the state of the st
La Habra CWD	\$100	3	No	No	No	
Moulton Niguel	\$150	10	No		No	
OCSD	\$170	6 = Dirs. 10 = Brd. Pres.	No	No	No	
OCWD	\$150	10	Yes - \$30 per mo. reimb.	Yes	Yes access through Dist. website	
Serrano	\$100	10	No	No	No	Lake Passes
SMWD	\$100	9	No	┪	No	
South Coast Water	\$160	10	No	nputer for Brd.	No	
Trabuco Canyon	\$125	10	No	No	Yes - Access through Dist. website	1 Pagement
Walnut Valley	\$100	9	No	No	No	
YLWD	\$125	10	No		No	
Foothill MWD	\$100	9	No	-	No	
Upper San Gabriel MWD	\$162.90	10	Offer Loan Program for fax machines and computer program at 5% interest	for fax machines and '% interest	No	N/A
Western MWD	\$218.30	10	Yes	No	No	

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